

3. The attorneys' fees and costs to be paid under the settlement agreement are separately stated and Counsel has provided sufficient information to permit the Court to conclude that the fees and costs represent payments for amounts actually incurred at reasonable hourly rates.

The amount allocated for attorneys' fees and costs bear a reasonable relationship to the amount of time expended by counsel, and the amount being paid to Plaintiff under the Agreement.<sup>1</sup>

WHEREFORE, it is hereby **ORDERED** that:

1. The Motion, (ECF No. 23), be and is hereby **GRANTED**;
2. The Settlement is **APPROVED**; and
3. This case is **DISMISSED WITH PREJUDICE** in its entirety, with each Party to bear their own attorneys' fees and costs (except as specifically noted in the Settlement Agreement).
4. The Clerk of the Court is directed to close the case.

Dated: November 23, 2022

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/s/  
The Honorable Gina L. Simms  
United States Magistrate Judge

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<sup>1</sup> To the extent that Section 6 of the Agreement contains language that could be construed as a confidentiality clause, that provision is deemed unenforceable. A confidentiality clause in an FLSA settlement agreement is "not permitted without compelling reasons." *Salamone v. Balt. Diamond Exch., Inc.*, Civ. No. JKB-14-1507, 2014 WL 2930788, at \*1 (D. Md. June 27, 2014) (citing *Carpenter v. Colonial Mgmt. Grp., LP*, Civ. No. JKB-12-686, 2012 WL 2992490, at \*2 (D. Md. July 19, 2012)). In *Carpenter*, a district court held that such a provision "contravene[d] the important purposes of the [FLSA] and defeat[ed] both public and private efforts to enforce it." 2012 WL 2992490, at \*2. Employers' concerns with negative publicity or attention resulting from publicity of settlements does not in-and-of-itself outweigh the strong public interest in access. *Carpenter, supra*, at \*\*1, 2; see also *Salamone*, 2014 WL 2930788, at \*1 (approving FLSA settlement agreement while noting that "the [confidentiality] provision is of no practical effect").